



DAVE YOST

OHIO ATTORNEY GENERAL

Charitable Law Section
Office 614-466-3181
Fax 614-466-9788

SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT is made by and between JASC, Inc. (“JASC”), located at 1400 St Rt 314, North Mansfield, OH 44903, Dawn Thornsberry, located at 1400 St. Rt. 314 North Mansfield, OH 44903, and the Attorney General of Ohio (“Attorney General”), for the purpose of resolving issues regarding JASC’s charitable bingo operations. Together, the Attorney General, JASC, and Dawn Thornsberry are referred to hereinafter as “the Parties.”

1. The Attorney General is responsible for the administration and enforcement of charitable bingo licensure under Ohio Revised Code Chapter 2915 (“ORC Chapter 2915”), and the Ohio Administrative Code rules adopted thereunder.
2. The Attorney General is responsible for the administration and enforcement of the Ohio Charitable Organizations Act in Revised Code Chapter 1716 (“ORC Chapter 1716”), and the Ohio Administrative Code rules adopted thereunder, which requires, among other things, that every charitable organization, unless exempt, who intends to solicit contributions in this state by any means or have contributions solicited in this state on its behalf by any person or entity, prior to engaging in any solicitation, shall file a registration statement and other documentation with the Attorney General.
3. The Attorney General is responsible for the enforcement of Ohio Charitable Trust Act in Revised Code Chapter 109 (“ORC 109.23–.33”), and the Ohio Administrative Code rules adopted thereunder, and, in particular, ORC 109.24, which reads, “[t]he Attorney General shall institute and prosecute a proper action to enforce the performance of any charitable trust and to restrain the abuse of it.”
4. The Attorney General has authority to refuse to grant a charitable bingo license to an organization, to revoke or suspend an organization’s license, or to place limits, restrictions, or probationary conditions on an organization’s license for a limited or indefinite period.
5. JASC is a 501(c)(3) tax-exempt organization with the Internal Revenue Service (“IRS”). JASC is registered with the Attorney General as required under ORC Chapters 1716 and 109.
6. JASC was first issued charitable bingo license #0043-36 in 2016. At all relevant times, JASC has been licensed to play Type III paper instant bingo conducted other than at a bingo session.
7. An investigation by the Attorney General concluded that:
 - a) JASC made material misrepresentations on its applications for a 2023 charitable bingo license;

SETTLEMENT AGREEMENT
JASC

- b) JASC conducted bingo outside the county in which its principal place of business is located;
 - c) JASC did not have a principal place of business in Crawford County; and
 - d) JASC's directors and/or officers breached their fiduciary duties.
8. On December 22, 2023 the Attorney General sent JASC a Notice of Intent to Reject and Opportunity for Hearing (the "Notice"). JASC requested a hearing on the Notice, which was originally scheduled for March 5, 2024 and has been continued to May 2, 2024.
9. JASC has represented to the Attorney General that JASC's principal place of business is now located in Crawford County.

NOW THEREFORE, in consideration of the mutual promises herein expressed, and with intent to be legally bound, the Parties agree as follows:

- A. Dawn Thornsberry shall pay to the Attorney General's Office, upon execution of this SETTLEMENT AGREEMENT, a Civil Penalty Amount of \$5,000 (five thousand dollars). Of the Civil Penalty Amount, \$2,500 shall be suspended and excused if and so long as Dawn Thornsberry complies with all of her obligations under this SETTLEMENT AGREEMENT and with all of the requirements of R.C. Chapter 2915 and any rules adopted thereunder.
- B. Dawn Thornsberry agrees that the Civil Penalty Amount shall be paid by check, cashier's check, or money order payable to Treasurer, State of Ohio and mailed to:

Ohio Attorney General, Charitable Law Section
Finance Department – CL
30 East Broad Street, 25th Floor
Columbus, OH 43215
RE: JASC/Thornsberry Settlement/Charitable Law

The funds will be deposited into the charitable law fund established under ORC 109.32.

- C. If Dawn Thornsberry fails to comply with the payment requirements above, the Attorney General shall certify the unpaid balance of the payment to the Ohio Attorney General's Collections Enforcement Section ("Collections") for collection. In the event of certification, Dawn Thornsberry agrees to pay additional collection costs assessed by Collections in accordance with Ohio Revised Code Section 131.02(A) equal to the amounts charged pursuant to Ohio Revised Code Sections 109.08 and 109.081 for the cost of certification and the use of Special Counsel for the collection of the debt. Interest shall also be charged upon certification in accordance with Ohio Revised Code Section 131.02(D). Nothing in this paragraph should be construed to limit the Attorney General's discretion to pursue any other available remedy.

SETTLEMENT AGREEMENT
JASC

- D. JASC agrees that it will not be eligible for a charitable bingo license in Crawford County until the Attorney General determines in its sole discretion that JASC:
- a. Has completely separated its governance, management, and finances from any other charitable organization, including Johnny Appleseed Baseball Club. Specifically, but without limitation, Dawn Thornsberry may not participate in the governance, management, or finances of both JASC and Johnny Appleseed Baseball Club;
 - b. Maintains enough board members that the majority of board members are independent from Dawn Thornsberry and Johnny Appleseed Baseball Club. For purpose of this SETTLEMENT AGREEMENT, an independent board member must have no:
 - i. pre-existing or contemporaneous involvement, or family member with any involvement, in the governance, management, or finances of JASC or Johnny Appleseed Baseball Club or of any vendor to JASC or Johnny Appleseed Baseball Club, or
 - ii. any other relationship with Dawn Thornsberry, JASC, or Johnny Appleseed Baseball Club that could give rise to a conflict of interest.
 - c. Has adopted and adheres to a conflict of interest policy adopted by the board of directors.
- E. JASC agrees that the principal person of the charitable organization, the primary bingo operator, bingo records custodian, and at least one other bingo volunteer or officer shall complete Bingo School no later than July 31, 2025. The individuals completing bingo school shall be those identified on JASC's most recent bingo license application or as modified. Although attendance at Bingo School is free, participants must register in advance <https://charitable.ohioago.gov/Charitable-Webinars> or by calling (614) 466-3180.
- F. JASC agrees that Dawn Thornsberry, the principal person of the charitable organization, the primary bingo operator, bingo records custodian, and at least one other bingo volunteer or officer shall complete Charitable University no later than July 31, 2025. The individuals completing Charitable University shall be those identified on JASC's most recent bingo license application or as modified.
- G. JASC agrees that if it fails to comply with requirements in Paragraph A through F above, it will surrender its Charitable Bingo License and/or Charitable Bingo Temporary Permit to the Attorney General as well as request, in writing, the withdrawal of any Charitable Bingo License Applications it has pending or refrain from initiating an application for the current year.

SETTLEMENT AGREEMENT
JASC

- H. JASC agrees that in the event that the conditions contained in Paragraph F above result in JASC not having a current bingo license, JASC shall not make application for a Charitable Bingo License until JASC has satisfied all charitable distribution requirements both under this SETTLEMENT AGREEMENT, under its contracts with any charities, and as required by Ohio law.
- I. JASC agrees to comply with all state and federal laws relating to charitable gaming, and to fully cooperate with all state and federal authorities conducting investigations of JASC's charitable gaming operations.
- J. JASC agrees to comply with the requirements of ORC Chapter 2915, and any Ohio Administrative Code rules adopted thereunder.
- K. JASC agrees to comply with the requirements of ORC Chapter 1716, and any Ohio Administrative Code rules adopted thereunder.
- L. JASC agrees to comply with the requirements of ORC 109.23-.33, and any Ohio Administrative Code rules adopted thereunder.
- M. JASC agrees that if it fails to comply with the terms of this SETTLEMENT AGREEMENT, it may be subject to additional restrictions and probationary terms under ORC Chapter 2915.
- N. The Attorney General will not consider the facts stated above when issuing charitable bingo licenses to JASC in the future unless JASC fails to comply with any provision of this SETTLEMENT AGREEMENT. In that event, the Attorney General may consider the facts giving rise to this SETTLEMENT AGREEMENT when determining whether to issue or deny future bingo licenses to JASC and may move to revoke, suspend, or deny JASC's Charitable Bingo License or application based on those facts.
- O. Upon execution of this SETTLEMENT AGREEMENT, JASC will withdraw its request for hearing, and the Attorney General will request that the case be remanded to the Attorney General. Upon remand, the Attorney General will dismiss the Notice and administratively issue JASC's 2023 bingo license. JASC agrees that the Attorney General does not endorse, or concede the accuracy of, any statements in JASC's 2023 bingo license application.
- P. JASC agrees that any evidence of a violation of this SETTLEMENT AGREEMENT shall be *prima facie* evidence of JASC's violation of the applicable laws related to charitable gaming, ORC Chapter 2915, ORC Chapter 1716, ORC 109.23-.33, or any Ohio Administrative Code rules adopted under any of those code provisions, in any subsequent action or proceeding brought by the Attorney General.
- Q. This SETTLEMENT AGREEMENT is binding upon the Parties, any and all successors, assigns, subsidiaries, agents, employees, or representatives of the Parties or any other affiliates. Any breach of this SETTLEMENT AGREEMENT by JASC will

SETTLEMENT AGREEMENT
JASC

discharge the Attorney General from any obligations under the terms of this SETTLEMENT AGREEMENT, but will not discharge JASC from any obligation it has under this SETTLEMENT AGREEMENT.

- R. By signing this SETTLEMENT AGREEMENT, the Attorney General is not waiving any rights he has to conduct further investigations of JASC and/or Dawn Thornsberry and to initiate an action against JASC and/or Dawn Thornsberry for further violations of ORC Chapter 2915, ORC Chapter 1716, ORC 109.23–33, or any Ohio Administrative Code rules adopted under any of those code provisions.
- S. This SETTLEMENT AGREEMENT may be modified in writing by the Parties. Modifications are at the sole discretion of the Attorney General.
- T. The Parties have read and understand this SETTLEMENT AGREEMENT and have entered into the same knowingly, voluntarily, and with the opportunity to gain advice of counsel.
- U. This SETTLEMENT AGREEMENT supersedes any and all prior agreements between the Parties.
- V. This SETTLEMENT AGREEMENT is entered into by both Parties and may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. It shall be considered binding and effective upon the date of the last signature of all requisite Parties and individuals.

The Parties to this SETTLEMENT AGREEMENT have either executed it or caused it to be executed by their duly authorized representatives as evidenced by the signatures below:

JASC

 4/10/2025
Date

By: Kevin Dawson (Print Name)

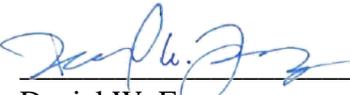
Its: Treasurer (Organizational Title)

DAWN THORNSBERRY, INDIVIDUALLY

 4/10/2025
Date

SETTLEMENT AGREEMENT
JASC

OHIO ATTORNEY GENERAL, DAVE YOST

By: 

Daniel W. Fausey
Section Chief, Charitable Law Section

04/16/2025
Date